

EXHIBIT A



MASTER LEASE AGREEMENT

This Master Lease Agreement ("Agreement") is entered into by and between Rio Grande Valley FC Toros ("Tenant") and BVP Veranda Place, LLC ("Owner"). Tenant and Owner are individually known as a "Party" or collectively "Parties".

STATEMENT OF FACTS

- A. Tenant and Owner are entering into this Agreement effective for a period commencing on August 1, 2016 and ending on July 31, 2017 (the "Term").
- B. Owner is leasing to Tenant 5 apartment units ("Apartments") consisting of 18 total beds (individually "Bed" and collectively "Beds") to Tenant to be occupied by Rio Grande Valley FC Toros players ("Occupants"). The description of the Apartments is attached as Exhibit "A."
- C. Occupants shall have the right to use the Apartments from Tenant through a Tenant-provided License Agreement. Occupants shall be held liable for and pay all costs and expenses for damages and repairs to the Premises or Community.
- D. To the extent possible, Tenant and Owner will cooperate to make the Occupants subject to the same obligations as other tenants who directly lease from Owner. The entire apartment complex known as Veranda Place shall also be described in this Agreement as the "Community". Occupants shall be Occupants of the Community. Occupants shall have the obligation to comply with Owner's Rules and Regulations attached as Exhibit "B."
- E. Tenant agrees to comply with all applicable local, state or federal laws with respect to its use of the Apartments.

Based upon the mutual covenants and promises contained herein, the Parties agree as follows:

1. Incorporation of Statement of Facts. The Statement of Facts is incorporated into the operative provisions of this Agreement as if fully set out herein.
2. Rent. Tenant agrees to pay Owner four hundred and fifty dollars (\$450) per bed space per month for a total monthly sum of eight thousand one hundred dollars (\$8,100). The total sum for the Term shall be sixty four thousand eight hundred dollars (\$64,800), which shall be applied by Owner as rent attributable to the Apartments. The payment for the term will be paid in full by Tenant to Owner on or before August 1, 2016.
3. Occupants. Tenant expressly agrees only Occupants will be allowed to reside in the Apartments. Tenant will enter into separate license or housing contract sub-lease agreements (individually, "Housing Contract," collectively "Housing Contracts") with the Occupants, governing the relationship between Tenant and the Occupants.
4. Defaults by Occupants. Whenever Tenant and Owner take any action with regard to an Occupant, they shall notify each other in writing of such event and Tenant may identify a replacement student to occupy an Apartment or Bed. Tenant agrees that Owner has the right, but not the obligation, to initiate eviction proceedings or exercise any default remedies available to Owner under this Agreement, only after Tenant has been given a reasonable time to address the issues initiating the eviction proceedings and fails to do so. Tenant shall promptly remove or evict an Occupant upon notice from Owner of a default, after which any period to cure has elapsed. Owner shall notify the Designated Representative of Tenant of violations by Occupants. There will be no cure period for Occupants who pose a threat to the health or safety of other Occupants.
5. Utilities. Owner will bill Tenant monthly for all utilities and will be due with rental installment.



6. Parties' Representatives. Tenant ☐ will ☐ will not have a representative in residence at the Community during the Term. The initial Designated Representative for the Tenant shall be Bert Garcia. All notices shall be delivered to the following addresses:

Bert Garcia
President RGV Vipers
4500 North 10th Street, Ste. 315
McAllen, TX 78504

Owner hereby designates Veranda Place as its Designated Representative. All notices shall be delivered to the following address:

Veranda Place
c/o Property Manager
941 Sugar Road
Edinburg, TX 78541

With a copy to: Jennifer Hill
Peak Campus Management, LLC
2970 Clairmont Road, Suite 310
Atlanta, Georgia 30329
Email: jhill@peakcampus.com

Any notices required under this Agreement, and any initial contacts, oral or written, shall be between the Designated Representatives specified by the Parties in this paragraph of the Agreement.

8. Keys and Access Devices. Owner will provide Tenant with keys and access devices as applicable to the Apartments and Bedrooms (collectively "Keys"). Tenant is solely responsible for the security, distribution and access to the Keys. Should Tenant give any of its agents or employee's access to the Keys, Tenant is solely responsible for such person's use, misuse or loss of such Keys. Tenant agrees to safeguard the Keys and to notify Owner immediately if any Key is missing, lost or stolen. Tenant shall disclose to the Occupants its policy regarding Keys and that certain of its agents may have access to the Keys and the purpose for which such access may be used.

9. Amendment of Agreement. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Party against which enforcement of the amendment, modification or supplement is sought.

10. Cost of Enforcement. In the event any Party hereto institutes litigation to enforce its rights or remedies under this Agreement, the Party prevailing in such litigation shall be entitled to receive an award from the non-prevailing Party of the prevailing Party's reasonable attorneys' fees and costs incurred in connection with such litigation.

11. Time is of Essence. Time is of the essence in respect to all provisions of this Agreement.

12. Texas Law Applies. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County, TX. Any cause of action shall be filed in a Court of general jurisdiction in Hidalgo County, TX.

13. Binding Agreement. The Parties acknowledge and agree this Agreement shall be binding upon their heirs, legal representatives, successors and assigns. Except as otherwise contemplated by this Agreement, it shall be fully enforceable by the Owner against the Tenant. To the extent any part of this Agreement is unenforceable; the remainder of the Agreement shall remain in full force and effect. To the extent the terms of this Agreement conflict with the terms of and Sub-Lease, the terms of this Agreement shall control. Notwithstanding the foregoing, in the event the Community is sold to another owner, the new owner has the right to terminate this Agreement within 30 days' notice at any time after the sale of the Community, so long as substitute housing reasonably acceptable to Tenant is provided by the current Owner prior to the



sale of the property is closed at a rate that is less than or equal to the same rental rates Tenant is paying under the terms of this Agreement.

BVP Veranda Place, LLC
By Peak Campus Management, LLC
(its Property Manager)

By: _____

Its: _____

Dated: _____

Calvin
Regional Manager
July 30, 2016

Rio Grande Valley FC Toros

By: _____

Its: _____

Dated: _____

[Signature]
President
7.30.16